

**OWNER / CONTRACTOR AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **TOWN OF NORTHBRIDGE** hereinafter called the "Owner", \_\_\_\_\_, and hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for the \_\_\_\_\_, prepared by \_\_\_\_\_ acting as \_\_\_\_\_, and referred to in these Contract Documents as the "\_\_\_\_\_".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within \_\_\_\_\_ calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of

\$\_\_\_\_\_.

The Contract Sum is divided as follows:

Item 1: The Work of the Contractor, being all Work other than that covered by Item 2 ..... \$\_\_\_\_\_

Item 2: Filed Subcontractors as follows: *Delete if contract is single trade*

Section – Trade	Subcontractor	Amount
1. _____	_____	\$_____
2. _____	_____	\$_____
3. _____	_____	\$_____
4. _____	_____	\$_____
5. _____	_____	\$_____
6. _____	_____	\$_____
7. _____	_____	\$_____
8. _____	_____	\$_____
9. _____	_____	\$_____
10. _____	_____	\$_____
11. _____	_____	\$_____
12. _____	_____	\$_____
13. _____	_____	\$_____
14. _____	_____	\$_____
15. _____	_____	\$_____
16. _____	_____	\$_____

Total of Item 2..... \$ \_\_\_\_\_

Article 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

Article 5. ALTERNATES:

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate No(s): ( ) and ( ).

Article 6. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**<sup>1</sup> CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature and Seal

Witness: \_\_\_\_\_

**<sup>2</sup> AWARDING AUTHORITY**

\_\_\_\_\_  
Name of Authority

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

## 100% PAYMENT BOND - LABOR AND MATERIALS (Sample)

KNOW ALL BY THESE PRESENTS:

That we, ..... as Principal,  
(hereinafter called Contractor), and .....as Surety,  
(hereinafter called Surety), are held and firmly bound unto the Town of Northbridge, as Obligee, (hereinafter called City), in the sum of .....dollars (\$.....) lawful money of the United States of America, to be paid to the Town, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Contractor has by written agreement dated ..... entered into a Contract with the Town for the project of ..... in Northbridge, Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Contractor and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 30, §39A, and Chapter 149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ..... day of ....., 2024.

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Attorney-in-Fact

Seal

Seal

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

Surety Agent

\_\_\_\_\_

Surety Agent Address

\_\_\_\_\_

Surety Agent Phone Number

The rate for this bond is \_\_\_\_\_ % for the first \$ \_\_\_\_\_ and \_\_\_\_\_ % for the next \$ \_\_\_\_\_.

The total premium for this bond is \$ \_\_\_\_\_.

## 100% PERFORMANCE BOND (Sample)

KNOW ALL BY THESE PRESENTS:

That we, .....as Principal, (hereinafter called Contractor), and ..... as Surety, (hereinafter called Surety), are held and firmly bound unto the Town of Northbridge, as Obligee, (hereinafter called City), in the sum of .....dollars (\$.....) lawful money of the United States of America, to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Contractor has by a written agreement with the Town dated ..... entered into a Contract with the Town for the project of .....in Northbridge, Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor and all Subcontractors under said contract on its part to be kept and performed during the original term of said contract and any extensions there of that may be granted by the Town , with or without notice to the Surety, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all authorized modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the Contractor, or in the event that the Town, under the provisions of said contract terminates the employment of the Contractor or the authority of the Contractor to continue work, said Surety hereby further agrees that said Surety shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ..... Day of ....., 2024.

PRINCIPAL \_\_\_\_\_ SURETY \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Contractor) Attorney-in-Fact

Seal Seal

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

The rate for this bond is \_\_\_\_\_ % for the first \$ \_\_\_\_\_ and \_\_\_\_\_ % for the next \$ \_\_\_\_\_.

The total premium for this bond is \$ \_\_\_\_\_.